

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

|PAGE 1 OF 32

6. SOLICITATION ISSUE DATE	21 DEC 2001
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8. OFFER DUE DATE/LOCAL TIME
07 JAN 2002

12. DISCOUNT TERMS

CODE

CODE |

8b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

[1.SEE ADDENDUM

24.
AMOUNT

(Attach Additional Sheets as Necessary)

26. TOTAL AWARD AMOUNT

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.

29. AWARD OF CONTRACT: REFERENCE	OFFER
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☒ DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

131c. DATE SIGNED

35 AMOUNT VERIFIED
CORRECT FOR

☐ COMPLETE ☐ PARTIAL ☐ FINAL

32c. DATE

40. PAID BY	
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42b. RECEIVED AT (Location)

41c. DATE

~~42d. TOTAL CONTAINERS~~

STANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION "B"

LIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
101	Reqn. No. Portable Hand Held Explosive Detector (HHED) 2 Ea 90 minute batteries; 1 Ea 6 hour battery pack; 1 battery charger, consumable kit(s) to sustain operation for one year; power cord(s) power adapter(s); Operator's manual; Carrying case with shoulder strap; sampling accessories and 1 Ea Heavy Duty Transit case. HHED to be manufactured in accordance with Statement of Work in Section "C" and performance specification (attachments 1 and 2).	Min 250 / Max 1400	EA	\$	\$
102	Reqn. No. HHED conversion kit from explosive detector to Drug detector.	Min 0/ Max 1400	EA	\$	\$
103	Reqn. No. Carrying Case with Shoulder Strap for HHED	Min 0/ Max 100	EA	\$	\$
104	Reqn. No. Dopant Explosive Set for HHED	Min 0/ Max 100	EA	\$	\$
105	Reqn. No. Consumable Kit for HHED	Min 0/Max 100	EA	\$	\$
106	Reqn. No. 6-hour Battery Pack for HHED	Min 0/Max 100	EA	\$	\$
107	Reqn. No. 1.5-hours Battery Pack for HHED	Min 0/Max 100	EA	\$	\$

Data in accordance with DD1423.

1 LO

0008	A001 Quality System Plan
0009	A002 Acceptance Test Plan
0010	A003 Failure Analysis and Corrective Action Report
0011	A004 Engineering Change Proposal (ECP)
0013	A005 Request for Deviation (RFD)
0014	A006 Request for Waiver
0015	A007 Notice of Revisions (NOR)
0016	A008 Training Materials
0017	A009 Commercial off the shelf (COTS) Manual and Associated Supplemental
0018	A010 Commercial Support Documentation

Continuation of any SF 1449 block in accordance with FAR subparagraph 12.303(b)

SCHEDULE NOTES:

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.dlsc.dla.mil>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would

otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered. List your Commercial and Government (CAGE) Code and Contractor Establishment Code in Block 17a. of Page 1.

The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV Crane), Crane, IN 47522.

Delivery orders will be placed against this contract by the Government using a DD 1155 format.

Delivery orders placed under this contract will be placed by the Government no later than 60 months from award date of contract.

BLOCK 25: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS: WILL BE COMPLETED IN INDIVIDUAL DELIVERY ORDERS

It is requested that technical questions concerning this procurement be submitted, via electronic mail not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 submitted to the following e-mail address:

pollock_v@crane.navy.mil

In order to expedite payment it is requested that the invoicing be done on a DD250.

B.2.1 Pricing Of Stepladder Quantity Range - (CLINS 0001/0007)

Offerors must submit pricing for all stepladder quantities contained in the quantity range for **CLINs 0001/0007**. In order to permit the government to award maximum quantities within available funding, offerors shall permit the government to interpolate prices between stepladder quantities on a straight line basis for **CLINs 0001/0007**.

Contract Clauses in accordance with FAR subparagraph 12.303(c)

CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS. (FAR 52.212-4) (DEC 2001)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of Clause)

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows:

ADDENDUM to 52.212-4

Add to Paragraph (a) Inspection and acceptance. Inspection and acceptance shall be performed at Destination by Government personnel. Notify the cognizant inspector (seven) 7 days prior to testing.

Add to Paragraph (o) warranty: STANDARD COMMERCIAL WARRANTY

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of months. (Offeror is to insert number.)

The following paragraph is hereby added to the clause:

(t) *Contractor Performance Reports.* The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52.203-03	Gratuities	Apr 1984
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-11	Price Reduction for defective cost or pricing data - modifications	Oct 1997
52.215-13	Subcontractor cost or pricing data - modifications	Oct 1997
52.219-6	Notice of Total Small Business Set-Aside	Jul 1996
52.223-11	Ozone Depleting Substances	Mar 2001
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.323-15	Availability of Funds	Apr 1984
52.242-15	Stop Work Order	Aug 1989
52.243-1	Changes – Fixed Price	Aug 1987
52.243-1	FOB Destination	Nov 1991
<u>PART II</u>		
<u>DFAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Nov 2001

Full Text Clauses:

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (x) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

ORDERING (OCT 1995) (FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 day through 60 mounts from award date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1400 EA CLINS 0001 and/or 0002 and 100 EA CLINS 0003 through 0007.

(2) Any order for a combination of items in excess of 1400 EA CLINS 0001 and/or 0002 and 100 EA CLINS 0003 through 0007

____;
or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after delivery of the last delivery order.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(a) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert "None")

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders

incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL

ACT

(If None, Insert "None")

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (FAR 52.223-7)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or

subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

_____ The Contractor shall insert the name of the substance(s).

(End of Clause)

Delivery is required as follows:

<u>CLIN</u>	<u>QTY</u>	<u>Required Delivery</u>
<u>0001AA</u>	<u>250 min/1400 max</u>	<u>30 units 30 days from award date with incremental deliveries of 30 units every 30 days until the Delivery Order quantity is complete.</u>
<u>0002</u>	<u>0 min/1400 max</u>	<u>30 units 30 days from award date with incremental deliveries of 30 units every 30 days until the Delivery Order quantity is complete.</u>
<u>0003 through 0007</u>	<u>0 min/ max 100</u>	<u>As specified in delivery order anticipate 30 units 30 days from award date with incremental deliveries of 30 units every 30 days until the Delivery Order quantity is complete</u>
<u>0008 through 0018</u>	<u>I LO</u>	<u>In accordance with DD1423's.</u>

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to
RECEIVING OFFICER; BLDG 41S CODE 1121; NAVSURFWARCDIV; CRANE, IN 47522-5011
Mark For: B Boeglin
Attn: Bldg 3324

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)(5425)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms

and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

(End of Text)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (DEC 2001) (FAR 52.212-5)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I of 52.225-3.

☐ (iii) Alternate II of 52.225-3.

- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- x (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- x (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- x (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (ii) Alternate I of 52.247-64.
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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- [Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006)]
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
-

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of Clause)

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001) 252.212-7001

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241 note).
<input checked="" type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).
<input checked="" type="checkbox"/>	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
<input type="checkbox"/>	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
<input type="checkbox"/>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
<input checked="" type="checkbox"/>	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
<input type="checkbox"/>	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
<input checked="" type="checkbox"/>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
<input checked="" type="checkbox"/>	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<input checked="" type="checkbox"/>	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<input checked="" type="checkbox"/>	252.247-7023	Transportation of Supplies by Sea (MAR 2000) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
<input checked="" type="checkbox"/>	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

TECHNOLOGY IMPROVEMENTS (OCT 1991) 5252.239-9605

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, software specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and

A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and

Any effect on the contract completion time or delivery schedule shall be identified.

The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" Clause of this contract.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

(End of clause)

EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(D)

Statement of Work	(Attachment 1)	5 Pages
Performance Specifications	(Attachment 2)	2 Pages

Contract Data Requirements List (CDRLs)

A001 Quality System Plan	(Attachment 3)	1 Page
A002 Acceptance Test Plan	(Attachment 4)	1 Page
A003 Failure Analysis and Corrective Action Report	(Attachment 5)	1 Page
A004 Engineering Change Proposal (ECP)	(Attachment 6)	1 Page
A005 Request for Deviation (RFD)	(Attachment 7)	1 Page
A006 Request for Waiver	(Attachment 8)	1 Page
A007 Notice of Revisions (NOR)	(Attachment 9)	1 Page
A008 Training Materials	(Attachment 10)	1 Page
A009 Commercial off the shelf (COTS) Manual and Associated Supplemental	(Attachment 11)	1 Page
A010 Commercial Support Documentation	(Attachment 12)	1 Page

Provisions section in accordance with FAR 12.303(e)

FAR Paragraph No.

INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)**(FAR 52.212-1)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of Provision)

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below).

Addendum (2) to 52.212-1

Paragraph **(b) (4)** is hereby modified as follows:

a) General

Full, accurate and complete information shall be set forth in the submissions to facilitate a thorough and timely evaluation by the Government. Submissions are expected to be short and concise.

This will be an acquisition effort utilizing a best value approach. The Offeror(s) proposals will be evaluated to ensure that their system complies with the criteria listed in the solicitation. The Offeror(s) proposals will be evaluated to ensure that their system complies with the two (2) critical go/no-go criteria listed in the solicitation. Only those proposals meeting these critical criteria will continue to be evaluated. This acquisition will allow for single award for Handheld Explosive detectors, associated line items, and data.

(b). Structure

(1) The submissions shall be typewritten, or otherwise duplicated in ink, on 8 1/2" x 11" paper. Pages are to be 1 inch top, bottom and side margins, type size shall be no smaller than 10 pica. The following information shall be included in the title page:

- i. Purchase Description
- ii. Name of Offeror
- iii. Date of submission

(2) The technical proposal and the price proposal shall be submitted in two volumes. The Offeror shall submit Three (3) copies of the technical proposal, TWO (2) copies of the past performance information and two copies of the price proposal to the contracting officer. The technical proposal shall not contain any cost/pricing information. **Past Performance may be submitted 5 days prior to the close of the solicitation.** (Page 30 -Contractor Performance Data Sheet maybe be used to provide past performance information.) **Product Samples are to be submitted to the POC on page1 at the same time technical proposal are required (see paragraph (d) for additional information on product samples submission).**

Submit TWO complete signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B. Every page of the proposal shall include the page number and the Offeror's name, and solicitation number.

(3) The submissions shall contain the following, which shall not exceed **16 pages (double sided)**:

- i. Table of Contents (**One page maximum double sided**)
- ii. Executive Summary of Proposal (**Three page maximum double sided**)
- iii. Discussion of technical (**9 page maximum double sided**) and past performance (**three page maximum double sided**).

Price will not be counted toward page limitation. The discussion is to follow the format of these instructions.

A. TECHNICAL PROPOSAL

Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. Each technical proposal shall be specific, detailed, and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for modification of the proposed COTS item, if required. Statements that paraphrase the specifications or attest that "standard procedures will be employed" are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The Offeror shall provide detailed answers to demonstrate that their proposed units meet the requirements of the Performance Specification and SOW. The Offeror shall include as part of the item description the manufacturer (if applicable) and model, feature, and product number of each major component. The description of each component and feature shall include a parenthetical reference to the applicable Statement of Work (SOW) and/or Performance Specification (PS) paragraph(s). The responses shall be keyed to the corresponding paragraph(s) and subparagraph(s) of the SOW and/or PS. *The responses shall be in the sequence of the paragraph of 52.212-1 Addendum (1) (b) (3) (A) (page 20) and (1) (b) 10) (page 21).*

Each response shall restate the requirement and shall include references to commercially available technical literature to substantiate the reply or include sufficient technical detail for each corresponding paragraph/subparagraph to substantiate the reply. All references to technical literature must specifically identify the applicable document number, page, and paragraph number. If commercially available technical literature is provided it will not be counted as part of the 16 page Technical/Past Performance submission, i.e., configuration management plan is to be marked as an attachment and is not counted as part of the 16 page Technical/Past Performance submission. If the technical reference cited includes the required technical description, such detail need not be restated. The appropriate referenced literature shall be delivered along with the proposal. If no commercially available technical literature exists which demonstrates total compliance with a requirement, the Offeror shall so indicate and provide substantiating technical information in some other form, e.g., test results or a letter from the hardware or software manufacturer. Responses such as "Understood and will comply," "standard procedures will be employed," or "well known techniques will be used" are insufficient and unacceptable. The Offeror is to provide specific information for each of their proposed systems.

OFFERORS SHALL PROVIDE WRITTEN RESPONSES TO THE FOLLOWING QUESTIONS IN FACTOR I, SUBBFACTOR (B):

I. TECHNICAL:

A. Test Results of product samples

B. Performance Specification

1. Describe the system characteristics and performance with respect to the requirements specified in the PS 1.0 through 3.16. Provide documentation including test data to demonstrate that the system meets these requirements. If your system does not meet these

requirements **(other than the two critical go/no go criteria addressed in 52.212-2)** you must describe the modifications you intend to make to the system in order for it to comply.

2. Provide documentation to demonstrate how you intend to meet the requirements and/or goals as specified in paragraphs 1.0 through 3.9.2 in the Statement of Work (SOW). Provide the life cycle costs or cost estimates associated with accomplishing this and include any historical costs for sections 3.3.1, 3.3.5 and annual operational costs for consumables.
3. If your organization cannot meet the delivery requirements specified on page 9 of the solicitation the RFP, you must describe the improvements you intend to make in order to comply with the requirements and meet the delivery schedule. Provide your monthly and annual production capacity.

End of Paragraph (b) (4)

Paragraph (d) "*Product samples*" is changed to the following:

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

Three product samples are required for Government testing. Contractor's who have previously had their system tested, by NSWC Crane or Indian Head or are currently having their system tested by either of these Government locations, may request a waiver for submission of product samples. Submit request to the POC in block 9 on page 1 of the solicitation five (5) days prior to closing date.

Paragraph (h) "*Multiple awards*" is hereby deleted. Replace With:

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

Add to Paragraph (i) as follows: The Department of Defense Index Specifications and Standards (DoDISS) has made available to DoD and non-DoD customers all current standards and specifications, including all Data Item Descriptions (DIDs). Complete indexes are also available, complete subscription, ordering and pricing information is available from the Defense Printing Service Web Page at <http://www.dtic.mil/dps-philal/>. DIDs maybe downloaded from the www at: c:\WINDOWS\TEMP\ASSIST-QuickSearch.htm.

Add Paragraph (k) "Data" as follows: Offeror's may provide data in a digital format and/or using electronic online access.

Add to 52.212-1 Paragraph (b) (10) "*Past Performance*" as follows: (a) **PAST PERFORMANCE:** During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating. If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor. Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

OFFERORS SHALL PROVIDE WRITTEN RESPONSES TO THE FOLLOWING QUESTIONS IN FACTOR II, SUBFACTORS (A), (B), and (C):

II. PAST PERFORMANCE:

A. Quality

1. Describe your ability to meet the specification requirements for similar systems provided under other contracts.
2. Describe how you maintain quality control and your quality assurance system.

B. Customer Satisfaction

1. Describe and provide examples of your warranty, problem, failure and corrective action reporting and tracking system. Describe how this system is used to improve the reliability, maintainability and/or availability of your systems.
2. Describe and provide examples of being pro-active, flexible and cooperative in your performance of Government or representative type contracts for the past three years.

C. Timely Delivery

1. Describe your delivery of system hardware, technical documentation and program documentation in terms of conformance with delivery schedule and other contractual requirements for the past three years.

I. PRICE

Price will not be rated, but will be considered in determining the "best value" to the Government. The price becomes more important as the degree of equality, increases between offerors' proposals.

For each similar and/or identical system provide no more than five previous contracts (US Government contracts preferred), two points of contact, and phone (voice and fax) numbers, email address of customers that have purchased the system(s) in the past 12 months that you have delivered similar HHEDs.

The Government may use past performance information obtained from sources other than those identified by the Offeror and that information may be used for both the responsibility determination and the best value decision. The information may be used to evaluate the Offeror's past performance in meeting costs/price, technical, delivery objectives and customer satisfaction. The results may be used in the overall comparative evaluation of the offer in accordance with 52.212-2 and addendum.

EVALUATION--COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Prior to technical, past performance, and price evaluations, the Offerors proposal(s) will be evaluated to ensure that their proposed system(s) complies with the two critical criteria listed below. Offerors whose system(s) do not meet the two critical criteria will not be further evaluated. Once the Offeror has been determined to comply with the applicable criteria, the Government will perform technical, past performance, and price evaluations.

1. The system must meet detectability (section 3.1) according to the Performance Specification (PS). Provide documentation including test data that demonstrates that your current configuration meets these requirements.
YES____ NO____
2. The system must meet sensitivity (3.6) according to the Performance Specification (PS). Provide documentation including test data that demonstrates that your current configuration meets these requirements.
YES____ NO____

(2) THE FOLLOWING FACTORS WILL BE USED TO EVALUATE THE OFFERS:

A. Offerors will be required to submit technical, past performance and price proposals. The technical evaluation subfactors are:
1) Test Results of Product Samples and 2) Technical Capability of the items offered to meet the Government requirements.

Technical is significantly more important than past performance. Subfactors A (Test Results) is significantly higher than B (Performance Specification) associated with Factor I (technical). Subfactors A (Quality), B (Customer Satisfaction) and C (Timely Delivery) associated with Factor II (past performance) are of equal importance. Factor II is slightly more important than Price. Price will not be rated, but will be considered in determining the "best value" to the Government. The price becomes more important as the degree of equality between offerors; proposals and product sample testing results increase, or when the price is so significantly high as to diminish the value of the technical superiority to the Government. The best value determination may result in the Government being willing to pay a premium for higher technical capability. (Offerors may submit Past Performance information prior to close of the solicitation. Past Performance may be evaluated upon receipt prior to the closing date of the solicitation.) **Only those proposals meeting the above listed critical criteria will continue to be evaluated.**

FACTORS

I. TECHNICAL

II. PAST PERFORMANCE

III. Price

SUBFACTORS

- A. Test Results of Product Samples
- B. Performance Specification

- A. Quality
- B. Customer Satisfaction
- C.

Timely Delivery

THE TOTAL EVALUATED CONTRACT PRICE EQUALS THE SUM OF CLIN 0001AA, CLIN 0001AB AND CORRESPONDING CLIN (S) FOR CLIN (S) 0001AA AND 0001AB
USING AN INTERPOLATION METHOD THE TOTAL EVALUATED CONTRACT PRICE EQUALS THE SUM OF THE CORRESPONDING CLINS FOR THE VARIOUS QUANTITIES AND YEARS STATED BELOW AT THE PRICES PROPOSED IN SECTION "B". CLINS 0001AA AND 0002 YR-1 350 EA; YR-2 250EA; YR-3 200 EA; YR-4 200 EA AND YR-5 400 EA; CLINS 0003 THROUGH 0007 50 EA YR-1 AND YR-2. CLINS 0008 THROUGH 0017 PROPOSED AMOUNT FOR 1 LO.

The Government will award based on a best value, as to which offeror shall be awarded a contract. The Government reserves the right to award on initial offers.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

NOTE: The provision at 52.212-2 has been tailored (See addendum 3).

52.212-2 Addendum: Evaluation: Paragraph (a)

Delete paragraph (b).

Add paragraph (d): The Government will evaluate offers for award purposes by an extrapolation method for CLINS 0001 through 0007. Summed with the total amount proposed for CLINS 0008 through 0017. Evaluation of the maximum quantity shall not obligate the Government to procure more than the minimum quantity. Technical is significantly more important than Past Performance. Past performance is slightly more important than price. Price will not be rated, but will be considered in determining the "best value" to the Government. The price becomes more important as the degree of equality between offerors' proposals increase, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52.215-05	Facsimile Proposals	Oct 1997

52.212-2 Addendum 3

Title and Date

FAR Paragraph No.

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award.

Accordingly, each offeror is required to submit a list of up to five of its most recent contracts for the same or similar items. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance; based upon the information furnished by the offeror, or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not identified in the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation.

If available, the offeror should submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will be rated neither favorably nor unfavorably. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAY 2001)(FAR 52.212-3)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN).*

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) *Common parent.*

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

50 or fewer

51-100

101-250

251-500

501-750

751-1,000

Over 1,000

Average Annual Gross Revenues

\$1 million or less

\$1,000,001-\$2 million

\$2,000,001-\$3.5 million

\$3,500,001-\$5 million

\$5,000,001-\$10 million

\$10,000,001-\$17 million

Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It * has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror

represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act - Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":
Canadian End Products

Line Item No.: _____

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) * Have, * have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(4)

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), *has *has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

-

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

Alternate I (Oct 2000).

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(End of Provision)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DFAR 252.212-7000) (NOV 1995)

(a) *Definitions.*

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certifications.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) *Representation.*

The offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- * (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991) (DFAR 252.225-7002)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or*

similar items for the Government to evaluate.

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

Address:

Division:

RFP #:

POC: (Person who can verify data)

Telephone:

FAX:

Email:

CONTRACT INFORMATION

Contract Number:

Contract Type: Fixed Price

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Address:

Date Completed:

Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)

Telephone:

FAX:

Email:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES ____ NO* ____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ ____ - ____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

STATEMENT OF WORK FOR THE HAND-HELD EXPLOSIVE DETECTOR

1.0 SCOPE. This SOW provides for the procurement, sustainment support, training, and technical documentation of a Commercial off the Shelf (COTS) hand-held explosive detector (HHED). The HHED will be used pier-side, onboard Naval vessels, and possibly shore activities. The HHED must detect, locate, and identify explosives concealed on persons or in vehicles, packages, postal mail, and cargo. The detector shall also have a secondary function to be used as a narcotics detection device.

1.0.1 Equipment and Accessories. Each HHED shall include at a minimum; heavy duty transit case (1), 90-minute batteries (2), 6-hr battery pack (1), battery charger (1), consumable kit(s) to sustain operation for one year, power cord(s), power adapter(s), operator's manual, carrying case with shoulder strap, sampling accessories.

1.0.2 Detection Capabilities. The HHED shall be able to detect at a minimum pentaerythritol tetranitrate (PETN), Cyclotrimethylene trinitramine (RDX), cyclotrimethylenetetranitramine (HMX), dinitrotoulene (DNT), trinitrotoluene (TNT), nitroglycerine (NG), Ammonium Nitrate and Tetryl. The HHED shall be reprogrammable to detect other substances of interest and deselect detection of individual explosives. As a goal, the detector shall have the capability to detect black powder (potassium nitrate) as well.

The detector shall also detect common narcotics including Methamphetamine, Ecgonine Methyl Ester, Methylenedioxymethamphetamine, cocaine, tetrahydrocannabinol (THC), heroin (diacetyl morphine), and ephedrine.

I. APPLICABLE DOCUMENTS. Nothing in this document supersedes applicable Federal, State or Local Laws and regulations unless a specific exemption has been obtained.

a. ANSI/ASQCQ9001-1994

Quality Systems- Model for Quality
Assurance and Design, Development
Production, Installation, and Servicing

3.0 REQUIREMENTS

3.0.1 General The Contractor shall provide a certificate of conformance that the HHED and associated equipment delivered under this Contract meets the requirements cited in this Statement of Work. The performance requirements are contained in the Performance Specification for procurement of the HHED. The Contractor is encouraged to propose technological improvements as appropriate. Data required from this contracting action shall be delivered in English with applicable numbering in English and/or metric units. A copyright release letter shall be provided to authorize the Government unconditional rights to reproduce and use the submitted contract information for official Government business.

3.1 QUALITY

3.1.1 Quality Program. The Contractor shall have a quality system process that ensures conformance to contractual requirements; as a goal ISO 9001 certification.

3.1.2 Quality Conformance Inspections and Tests. The Contractor shall provide the Contractor's Test Plan via electronic media for review and approval by the Government. The Government will verify that the HHED and associated equipment meets the manufacturer's specifications and the specifications set forth by this Statement of Work (SOW). This verification will be performed upon delivery to the Government by the Naval Surface Warfare Center (NSWC), Crane Division, Code 805D. **(CDRL A001)**

3.1.3 Testing. The Contractor shall make available for Government's review, all previous and current test results concerning the detectability, environmental conditioning (temperature ranges, salt fog, pressure testing), shock, vibration, electromagnetic interference (EMI) emission, Radio Frequency (RF) susceptibility, and safety of the HHED. This shall include a list of known interferent chemicals and masking agents. **(CDRL A002)**

Attachment (1)

3.2 RELIABILITY / MAINTAINABILITY

3.2.1 Failure Summary Analysis, and Corrective Action Reporting. The Contractor shall have an established closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording corrective action taken. The Contractor shall have a mechanism for feedback of problems, failures, and shall implement an effective cause and corrective action system. The Contractor's existing data collection, analysis, reporting and corrective action system shall be used for failure reporting. Failure data shall be isolated to the lowest replaceable part or assembly. The Failure Reporting and Corrective Action System shall identify failures, prioritize failure trends, analyze failure modes and causes, and track solution effectiveness. The

Contractor shall provide a Failure Summary Analysis Report for each HHED repaired or replaced within 30 days of repair. **(CDRL A003)**

3.2.2 Performance. The Contractor shall notify the Government of any and all performance related data that would both positively and negatively impact the reliability, maintainability, availability, and/or supportability of the HHED. The Government may test, validate, verify, and/or certify any and all of the HHED's performance parameters to verify compliance with the manufacture's specifications.

3.3 SUSTAINMENT SUPPORT.

3.3.1 Repair Cost Plan. The Contractor shall develop and provide their sustainment plan and costs to perform repairs on the HHED for a period up to fifteen (15) years; this should include diagnosis of returned units, part replacement, labor and shipping. The turn around time for repair or replacement of the HHED by the Contractor shall be no more than 30 days from receipt of the HHED from the Government. As a goal, the Government would like turn around time from receipt of the HHED from the Government to be 10 working days. Once the unit is repaired by the contractor, it shall be shipped to NSWC Crane for acceptance / inspection.

3.3.2 Repair Authorization. NSWC Crane is the depot level repair facility for the HHED. The contractor shall not accept any units for repair under this contract without the authorization of NSWC Crane.

3.3.3 Non-Standard Tools, Test Equipment and Calibration Requirements. The Contractor shall provide the Government with a list of non-standard tools, test equipment, and price lists required to support the HHED. If applicable, a set of these non-standard tools and test equipment will be provided to the Government. The Government shall be notified by the Contractor of any changes.

3.3.4 Personal Computer (PC) Interface Software and Accessories. The Contractor shall provide five (5) copies of any PC interface software on CD-ROM and all associated accessories required to diagnose, calibrate, or repair the HHED at the depot level. The Contractor shall provide subsequent updates as they occur.

3.3.5 Demilitarization and Disposal. If a radiation source is present in the HHED, the Contractor shall accept it for demilitarization and disposal at the end of its life cycle (up to 15 years) or service life. The Contractor shall provide the Government a cost proposal and plan for demilitarization and disposal for the life cycle of the HHED.

3.4 WARRANTY. The HHED shall have warranty that ensures that its items will be free from defects in material and workmanship for a period of twelve (12) months with a goal of thirty-six (36) months from acceptance of the HHED by the Government. The Contractor shall repair or replace items within 10 working days upon receipt of the defective unit during this warranty period.

3.5 SAFETY.

3.5.1 Radiation Safety. If applicable, the Contractor shall provide certification within thirty (30) days of contract award that the HHED meets the requirements and is certified by the Nuclear Regulatory Commission (NRC) or local governing authority (agreement states). This certification shall be provided with each delivered HHED.

3.6 CONFIGURATION MANAGEMENT.

3.6.1 Configuration Management Program. The Contractor shall have an established Configuration Management Program with control systems in place for the complete HHED including configuration identification of each hardware and software configuration item for the Contract Life. The Contractor shall control the Product Baseline (PBL) using their change control and engineering release processes. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines shall be documented in the Contractor's configuration status accounting database.

3.6.2 Product Baseline. The Contractor shall establish the PBL at the time of contract award. The production units shall be the same, except for minor modifications that are requested by the Government and agreed upon by the Contractor.

3.6.3 Engineering Change Proposal. The Contractor shall implement and control changes to the PBL via the Engineering Change Proposal (ECP) Process for Contractor and Government recommended and Government approved changes. The Contractor shall submit for approval by the Government, Class I ECPs, Request for Deviations, Request for Waivers, and Notice of Revisions for those proposed changes affecting form, fit and function for both hardware and software. The Contractor shall provide engineering change proposals via electronic mail and hard copy. The Contractor shall assume approval of the engineering changes if no response is received from the Government within 30 days. **(CDRL A004, A005, A006, A007)**

3.6.4 Non-Class I Changes. For those changes not affecting form, fit, or function (i.e. parts, substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall provide a Class II engineering change notification. **(CDRL A008)**

3.7 TRAINING.

3.7.1 Operator and Advanced Maintenance / Repair Course. The Contractor shall provide a training course to the Government that encompasses the operator training and an advanced maintenance / repair course. **(CDRL A009)**

3.7.1.1 Operator Training. The Operator training shall be comprised of those functions that the equipment user is required to perform in order to operate and maintain the HHED. The training instructions shall include theory of operations, operation, skill development and practical applications required to set up, operate all equipment, and perform scheduled maintenance. The training course shall be set up to indoctrinate the students to become proficient in operation to the level of training other students (train-the-trainer). The Contractor shall conduct the training and provide training units for each class (no less than one unit per three students). The course will be conducted at Government training facilities.

As a goal, the Contractor shall provide an interactive courseware CD-ROM for the HHED. This CD-ROM shall incorporate all operator-training materials discussed in this section.

3.7.1.2 Advance Maintenance / Repair Training. The advanced maintenance / repair training shall include the maintenance concepts, the use of support equipment, troubleshooting techniques, individual part removal and replacement, adjustments, built in tests, and performance verifications. The training course shall be set up to indoctrinate the students to become proficient in operation, maintenance and repair with the intent of the Government performing depot level repair. The course will be conducted at the Contractor's facility. Approximately 5 students from NSWC Crane will attend within 180 days after contract award. An annual refresher class shall be provided annually at the Government's discretion.

3.7.1.3 Training Materials. Along with the training course a training support package shall be included which consists of a student and instructor trainee guide, course objectives with lesson plans, test package, program of instruction including training course schedule and syllabus, and other training aids such as audio/visual aids, viewgraphs, and CD-ROM. A certificate of training shall be completed by the Contractor for each student who satisfactorily completes a Contractor's training course. The Contractor shall grant the Government the authority to reproduce, update, or change the data contained in the Training Curriculum and Training Materials.

3.8 TECHNICAL DATA.

3.8.1 Technical / Operator Manuals. The Contractor shall tailor a Technical/Operator Manual for Navy use. An electronic copy in Microsoft Word of the commercial manual shall be provided to the Government within thirty days after contract for review. The Government will provide the Contractor with a revised electronic copy incorporating changes within forty-five days after receipt of the Contractor's commercial manual. The Contractor shall include a hard copy of this Technical/Operator manual with each HHED delivered. **(CDRL A010)**

3.8.2 Technical Repair Standards. The Contractor shall provide their commercial in-house repair procedures to the Government. These procedures shall be provided by CD-ROM media in Microsoft Word format. **(CDRL A010)**

3.8.3 Documentation Updates. The Government shall be notified of any updates or changes to the technical data delivered on this contract.

3.9 SUPPLY SUPPORT.

3.9.1 Provisioning Technical Documentation. The Contractor shall provide provisioning data for all replaceable parts, consumables, and equipment (such as batteries, cables, etc.). The Contractor shall provide provisioning data for any nonstandard equipment or assembly obtained from any source of supply unable to furnish provisioning data, and any equipment or assembly which the Contractor modifies and any unique special purpose test equipment (if applicable). The Government shall be notified of any updates or changes to the technical data delivered. In order for the Government to establish items of support and to determine repair parts, certain data describing the relevant characteristics of the items are required. The following data elements for provisioning are as follows: (1) Source (CAGE Number); (2) Part Number (Contractor/Original Equipment Manufacturer (OEM)); (3) Item Name/nomenclature (Descriptive Name); (4) National Stock Number (if applicable); (5) Unit of Issue; (6) Unit of Issue Price; (7) Quantity per assembly; (8) Quantity per End Item; (9) Technical Replacement Factor; (10) Reference Designation; (11) Demilitarization Code; (12) Federal Supply Classification; (13) Predicted Failure Rate; (14) Security Classification Code; (15) Mean Time To Repair (MTTR); (16) Mean Time Between Failures (MTBF); (17) Serial Number Effectivity; and (18) Shelf Life. The Contractor shall submit all required data 30 days after contract award date.

As part of the provisioning technical documentation, the Contractor shall provide a complete listing of all the parts that identifies the end item that can be removed and replaced at the operator (O) level and repaired at depot (D) level. The Master Materials Parts List shall be delivered in a top-down breakdown format of the end item(s) and shall include repairable, replacement parts (consumables) and long lead-time items (LLTI). The Master Materials Parts List shall include spare and repair parts for any associated support equipment required to support and maintain the HHED. The Contractor shall identify which items are repairable, consumables, LLTI, common bulk items, and support equipment spare and repair parts each item on the list shall be priced and available for ordering. All common and bulk items such as gaskets, fuses, or similar items shall be identified to the equipment level. The Master Materials Parts List shall be developed based upon the approved PBL. The listing shall contain the part number, nomenclature, CAGE, quantity, and unit price. **(CDRL A010)**

3.9.2 Recommended Spare Parts List for Spares Acquisition Integrated with Production (SAIP). The Contractor shall provide a recommended 90-day and a 12-month initial recommended spares list for both O and D level sustainment based upon 500 HHEDs. This shall include spares and repair parts for any associated support equipment. **(CDRL A010)**

**PERFORMANCE SPECIFICATION
FOR PROCUREMENT OF
HAND HELD EXPLOSIVE DETECTOR**

1.0 Scope. This statement characterizes the minimum requirements to be met in the procurement of the Handheld Explosive Detector (HHED).

2.0 Applicable Documents. Nothing in this document supersedes applicable Federal, State, or Local Laws and regulations unless a specific exemption has been obtained.

3.0 Requirements. The HHED shall determine the presence of commonly found explosives when searching objects or persons that pass through a point of entry such as front gates to military installations, on piers or gangways to ships or other similar areas. The HHED shall be easily transported by hand to the point of entry, prepared for operation, and used to augment the operator's visual search to determine if an improvised explosive device is present in mail, parcels, packages, pallets of cargo, vehicles, boats and on personnel transiting the point of entry. Each HHED shall be visibly marked including the unit serial number and if applicable, the radioactive cell serial number. The detector shall have a secondary function to be used as a narcotics detection device.

3.1 Detectability. The HHED shall be able to detect at a minimum pentaerythritol tetranitrate (PETN), Cyclotrimethylene trinitramine (RDX), cyclotrimethylenetetranitramine (HMX), dinitrotoulene (DNT), trinitrotoluene (TNT), nitroglycerine (NG), Ammonium Nitrate and Tetryl. The HHED shall be reprogrammable to detect other substances of interest and deselect detection of individual explosives. As a goal, the detector shall have the capability to detect black powder (potassium nitrate) as well.

The detector shall also detect common narcotics including Methamphetamine, Ecgonine Methyl Ester, Methylenedioxymethamphetamine, cocaine, tetrahydrocannabinol (THC), heroin (diacetyl morphine), and ephedrine.

3.2 Dual Sampling Methods. The HHED shall be capable of sampling both vapors and particles of explosives. The HHED shall be capable to allow the operator to select the sampling method and the operation mode (see 2.3 and 2.4).

3.3 Default Sampling Operation. The HHED shall have a default sampling time (in-take time) not to exceed 5 seconds. This shall be optimized for the specific technology used in the detection method.

3.4 Continuous Sampling Operation. The HHED shall be capable of continuous sampling by the operator in the vapor or particle sampling mode.

3.5 Analysis Time. Excluding sampling time, the HHED shall analyze a sample in less than 30 seconds resulting in an alarm or a clear and ready to sample on the display screen on the unit.

3.6 Sensitivity. The HHED shall be sensitive to detect less than 50 picograms of RDX. It shall also be sensitive to detect less than 50 picograms of Cocaine in the narcotics mode.

3.7 Probability of Detection. The HHED shall be able to detect and identify explosive C-4 (RDX) in the field with a probability of detection of 99%.

3.8 Size. The HHED shall not exceed the dimensions of 22 by 9 by 6 inches.

A. Weight. The HHED, excluding the battery, shall weigh no more than 8 pounds.

3.10 Power.

3.10.1 Batteries. The HHED shall have two 90-minute rechargeable batteries and one 6-hour rechargeable battery pack. The batteries shall fully charge in no more than twice their discharge time. The batteries shall be able to sustain up to 500 rechargeable cycles/year. Li/SO₂ batteries are not acceptable.

1. AC Adapter. The HHED shall have a removable AC adapter compatible with standard 110/220 VAC.

Attachment (2)

3.10.3 Battery Charger. The charger shall be capable to charge both the 90-minute battery and the 6-hour battery pack from a 110 VAC source.

3.10.4 Electrical Connectors. Any necessary electrical connectors shall be polarized with self-captivating fastening devices.

3.11 Alarms. The HHED shall be capable of covertly alerting ONLY the operator visually or audibly to the presence of explosives.

3.12 Ruggedness. The HHED out of the case shall be ruggedized to handle simple drops on a steel plate up to 3 feet, withstand operating in a sea environment, be resistant to salt, operate in a humidity range of 10-95% humidity, a temperature range between -10° and 45° Celsius, and an altitude of less than 10,000 feet above sea level.

3.13 Manual Manipulation. The HHED's switches, connectors, batteries, filters, and accessories shall be easily operable with cold weather gloved hands.

3.14 Labeling. If the HHED possesses a radiation source, the outside of the HHED shall possess a label designating such. In addition, the unit will also have labeling that designates the detector number and the radiological cell serial number.

3.15 Maintenance. The HHED shall have the capability for the operator to conduct maintenance without exposing sensitive interior parts, electronics or radioactive sources if applicable. The contractor shall provide maintenance kits to replace consumables for one year's daily use of the HHED.

3.16 Packaging. The HHED shall be shipped and stored in a heavy duty carrying case. The case shall be a black compartmentalized case with cushioning material to house the HHED and all accessories. The case shall have heavy-duty latches and should have both handles and wheels if the total weight of its contents exceeds 50 pounds. The case shall have the capacity to contain all materials and accessories required by the operator that includes at a minimum:

- a) HHED (1)
- b) 90 minute batteries (2)
- c) 6 hr battery pack (1)
- d) Battery charger (1)
- e) Consumable kit(s) to sustain operation for one year
- f) Power cord(s)
- g) Power adapter(s)
- h) Operator's manual
- i) Carrying case with shoulder strap
- j) Sampling accessories